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FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

Jun 23, 2022

SEAN F. McAVOY, CLERK

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

Case No.: 2:21-CR-00165-TOR-2

Plaintiff,

Plea Agreement Entered Under
Federal Rule of Criminal Procedure
11(c)(1)(C)

v.

KYLIE RUBY FLORES,

Defendant.

Plaintiff United States of America, by and through Vanessa R. Waldref, United States Attorney the Eastern District of Washington, and David M. Herzog and/or Alison L. Gregoire, Assistant United States Attorneys for the Eastern District of Washington, and Defendant Kylie Ruby Flores (“Defendant”), both individually and by and through Defendant’s counsel, Robert Seines, agree to the following Plea Agreement.

1. Guilty Plea and Maximum Statutory Penalties

Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C), Defendant agrees to enter a plea of guilty to Count 1 of the Indictment filed on November 16, 2021, which charges Defendant with Conspiracy to Commit Child Sex Trafficking, in violation of 18 U.S.C. § 1594(c), a Class A felony.

Defendant understands that the following potential penalties apply:

- 1 a. a term of imprisonment of not less than 15 years and up to a
2 lifetime;
- 3 b. a term of supervised release of not less than 5 years and up to a
4 lifetime;
- 5 c. a fine of up to \$250,000;
- 6 d. mandatory registration as a sex offender;
- 7 e. a mandatory special assessment of \$5,000 pursuant to the Justice
8 for Victims of Trafficking Act (“JVTA”) of 2015, absent a judicial
9 finding of indigence;
- 10 f. restitution; and
- 11 g. a \$100 special penalty assessment.

12 Defendant understands that a violation of a condition of supervised release
13 carries an additional penalty of reimprisonment for all or part of the term of
14 supervised release without credit for time previously served on post-release
15 supervision.

16 2. Supervised Release

17 Defendant understands that if Defendant violates any condition of Defendant’s
18 supervised release, the Court may revoke Defendant’s term of supervised release, and
19 require Defendant to serve in prison all or part of the term of supervised release
20 authorized by statute for the offense that resulted in such term of supervised release
21 without credit for time previously served on postrelease supervision, up to the
22 following terms:

- 23 a. 5 years in prison if the offense that resulted in the term of
24 Supervised Release is a class A felony,
- 25 b. 3 years in prison if the offense that resulted in the term of
26 Supervised Release is a class B felony, and/or
- 27 c. 2 years in prison if the offense that resulted in the term of
28 Supervised Release is a class C felony.

1 Accordingly, Defendant understands that if Defendant commits one or more
2 violations of supervised release, Defendant could serve a total term of incarceration
3 greater than the maximum sentence authorized by statute for Defendant's offense or
4 offenses of conviction.

5 3. Rule 11 Nature of the Plea Agreement

6 Defendant acknowledges that this Plea Agreement is entered pursuant to
7 Federal Rule of Criminal Procedure 11(c)(1)(C) ("Rule 11(c)(1)(C)"). Pursuant to
8 Rule 11(c)(1)(C), the United States and Defendant agree that the appropriate
9 disposition of the case is 276 months (23 years) in custody, to be followed by a
10 lifetime of Supervised Release. The United States and Defendant agree to make those
11 sentencing recommendations to the Court. Although the United States and Defendant
12 agree to make these recommendations to the Court pursuant to Rule 11(c)(1)(C),
13 Defendant acknowledges that no promises of any type have been made to Defendant
14 with respect to the sentence the Court will ultimately impose.

15 Defendant understands that Defendant may withdraw from this Plea Agreement
16 if the Court imposes a term of imprisonment of greater than 276 months (23 years) or
17 indicates its intent to do so. Defendant also understands that the United States may
18 withdraw from this Plea Agreement if the Court imposes a term of imprisonment of
19 less than 276 months (23 years) or a term of supervised release of less than
20 Defendant's lifetime, or indicates its intent to do so.

21 The United States and Defendant acknowledge that the imposition of any fine,
22 restitution, or conditions of Supervised Release are not part of the Rule 11(c)(1)(C)
23 nature of this Plea Agreement; that the United States and Defendant are free to make
24 any recommendations they deem appropriate as to the imposition of fines, restitution,
25 or conditions of Supervised Release; and that the Court will exercise its discretion in
26 this regard. The Court's decisions regarding the imposition of fines, restitution, or
27 conditions of Supervised Release will not provide bases for Defendant to withdraw
28 Defendant's guilty plea or withdraw from this Rule 11(c)(1)(C) Plea Agreement.

1 Defendant acknowledges that if either the United States or Defendant
2 successfully withdraws from this Plea Agreement, the Plea Agreement becomes a
3 nullity, and the United States is no longer bound by any representations within it.

4 4. Sex Offender Registration

5 Defendant understands that by pleading guilty, Defendant will be required to
6 register as a sex offender upon release from prison as a condition of supervised
7 release, pursuant to 18 U.S.C. § 3583(d).

8 Defendant also understands that independent of Defendant's term of supervised
9 release, Defendant will be subject to federal and state sex offender registration
10 requirements, and that those requirements may apply throughout Defendant's lifetime.

11 Defendant agrees that during the duration of Defendant's registration
12 requirement, Defendant will keep Defendant's registration current with the state sex
13 offender registration agency or agencies of any state in which Defendant lives or
14 resides for more than 72 hours. Defendant agrees that during the duration of
15 Defendant's registration requirement, Defendant will notify and verify with the state
16 sex offender registration agency or agencies of any state in which Defendant lives or
17 resides for more than 72 hours, of changes to Defendant's name, place of residence,
18 place of employment, education, or religious worship, and any other information
19 required by such agency or agencies. Defendant understands that Defendant will be
20 subject to possible federal and state penalties for failure to comply with any such
21 requirements. Defendant understands that under 18 U.S.C. § 4042(c), notice will be
22 provided to law enforcement agencies upon Defendant's release from confinement.

23 Defendant shall initially register with the state sex offender registration of the
24 state of Defendant's release, and shall also register with the state sex offender agency
25 in any state where defendant resides, is employed, works, or is a student, as directed
26 by the Probation Officer.

27 Defendant shall provide proof of registration to the Probation Officer within 72
28 hours of Defendant's release from custody.

5. Potential Immigration Consequences of Guilty Plea

If Defendant is not a citizen of the United States, Defendant understands the following:

- a. pleading guilty in this case may have immigration consequences;
- b. a broad range of federal crimes may result in Defendant's removal from the United States, including the offense to which Defendant is pleading guilty;
- c. removal from the United States and other immigration consequences are the subject of separate proceedings; and
- d. no one, including Defendant's attorney or the Court, can predict with absolute certainty the effect of a federal conviction on Defendant's immigration status.

Defendant affirms that Defendant is knowingly, intelligently, and voluntarily pleading guilty as set forth in this Plea Agreement, regardless of any immigration consequences that Defendant's guilty plea may entail.

6. Waiver of Constitutional Rights

Defendant understands that by entering this guilty plea, Defendant is knowingly and voluntarily waiving certain constitutional rights, including the following:

- a. the right to a jury trial;
- b. the right to see, hear and question the witnesses;
- c. the right to remain silent at trial;
- d. the right to testify at trial; and
- e. the right to compel witnesses to testify.

While Defendant is waiving certain constitutional rights, Defendant understands that Defendant retains the right to be assisted by an attorney through the sentencing proceedings in this case and any direct appeal of Defendant's conviction and sentence, and that an attorney will be appointed at no cost if Defendant cannot afford to hire an attorney.

1 Defendant understands and agrees that any defense motions currently pending
 2 before the Court are mooted by this Plea Agreement, and Defendant expressly waives
 3 Defendant's right to bring any additional pretrial motions.

Conspiracy
to
Commit

4 7. Elements of the Offense

5 The United States and Defendant agree that in order to convict Defendant of
 6 Child Sex Trafficking, in violation of 18 U.S.C. § 1594(c), the United States would
 7 have to prove the following, beyond a reasonable doubt:

- 8 a. *First*, beginning on or about February 2, 2021, and continuing
 9 through on or about July 26, 2021, within the Eastern District of
 10 Washington, Defendant knowingly conspired, confederated, and
 11 agreed together with another person to recruit, entice, harbor,
 12 transport, provide, obtain, advertise, maintain, patronize, or solicit
 13 by any means Minor Victim 1, to engage in a commercial sex act;
- 14 b. *Second*, Defendant knew that Minor Victim 1 was younger than 14
 15 years old, acted in reckless disregard of Minor Victim 1's age, or
 16 had a reasonable opportunity to view Minor Victim 1;
- 17 c. *Third*, Defendant knew that Minor Victim 1 would be caused to
 18 engage in a commercial sex act; and
- 19 d. *Fourth*, Defendant's conduct was in or affecting interstate
 20 commerce.

21 8. Factual Basis and Statement of Facts

22 The United States and Defendant stipulate and agree to the following: the facts
 23 set forth below are accurate; the United States could prove these facts beyond a
 24 reasonable doubt at trial; and these facts constitute an adequate factual basis for
 25 Defendant's guilty plea. The United States and Defendant agree that this statement of
 26 facts does not preclude either party from presenting and arguing, for sentencing
 27 purposes, additional facts that are relevant to the Sentencing Guidelines computation
 28 or sentencing, unless otherwise prohibited in this Plea Agreement.

1 Defendant met codefendant Trevor Daniel Harder (“Harder”) on the Internet
2 dating application “Plenty of Fish” on or before February 2, 2021. At all times
3 relevant to the Indictment, Defendant and Harder both lived in the Spokane area, and
4 their communications took place in the Eastern District of Washington through the use
5 of the Internet, which is a means and facility of interstate and foreign commerce.

6 In messages between Defendant and Harder that began on February 2, 2021,
7 Defendant conspired with Harder to engage in the child sex trafficking of Defendant’s
8 minor child, Minor Victim 1, whom Defendant knew to be 6 years old. In
9 communications that took place using the Internet, Defendant told Harder that she and
10 Minor Victim 1 needed a steady place to live, and Defendant and Harder discussed
11 Defendant making Minor Victim 1 available to Harder for Harder to abuse sexually, in
12 exchange for Harder providing Defendant and Minor Victim 1 with a place to live.

13 Defendant and Harder then affirmatively entered into an agreement that in
14 exchange for Defendant granting Harder sexual access to Minor Victim 1, Harder
15 would provide Defendant and Minor Victim 1 a place to stay at the Sleep Inn in
16 Airway Heights. At the time Defendant and Harder came to this agreement,
17 Defendant was the night manager at that hotel. The agreement between Defendant
18 and Harder contemplated “commercial sex acts” under federal law because the
19 agreement was for Harder to engage in sex acts with Minor Victim 1, on account of
20 which a thing of value – a stable place to stay – was received by Defendant.

21 Defendant completed the transaction for commercial sex acts when she
22 accepted a place to stay at the Sleep Inn in Airway Heights, in exchange for allowing
23 Harder to sexually abuse Minor Victim 1. Harder did in fact engage in illicit sexual
24 activity with Minor Victim 1, including vaginal and anal sexual intercourse. Minor
25 Victim 1, who was either 6 or 7 years old at all times relevant to the Indictment, was
26 interviewed by law enforcement and described the sexual acts that Harder performed
27 on her, including acts of anal sodomy that “hurt so bad.” Minor Victim 1’s account of
28 what Harder had done to her were completely corroborated. During the investigation,

1 law enforcement officers recovered a video recording Harder created by setting up a
 2 camera on a cat tree in his apartment in Cheney, Washington, opposite the couch in
 3 the apartment. The video recording depicts Harder raping Minor Victim 1 on the
 4 couch in his apartment, and Minor Victim 1 reacting in obvious pain. In exchange for
 5 that sex act and others that Harder perpetrated on Minor Victim 1, Defendant accepted
 6 numerous things of value from Harder, including not only a place to stay, but also
 7 money that Harder sent Defendant via Venmo (an Internet-based peer-to-peer
 8 payment application), and the promise of Nike sneakers.

9 Defendant's specific communications with Harder regarding Defendant
 10 receiving things of value in exchange for Harder perpetrating sex acts on Minor
 11 Victim 1 took place on communications platforms that use the Internet, a means and
 12 facility of Interstate and foreign commerce.

13 9. The United States' Agreements

14 a. Dismissal and Additional Charges

15 The United States Attorney's Office for the Eastern District of Washington
 16 agrees that at the time of sentencing, the United States will move to dismiss Counts 2
 17 and 3 of the Indictment filed on November 16, 2021, which charge Defendant with the
 18 following offenses: Child Sex Trafficking, in violation of 18 U.S.C. § 1591(a)(1),
 19 (b)(1) (Count 2) and Benefiting from Child Sex Trafficking, in violation of 18 U.S.C.
 20 § 1594(a) (Count 3).

21 The United States Attorney's Office for the Eastern District of Washington
 22 agrees not to bring additional charges against Defendant based on information in its
 23 possession at the time of this Plea Agreement that arise from conduct that is either
 24 charged in the Indictment or identified in discovery produced in this case, unless
 25 Defendant breaches this Plea Agreement before sentencing.

26 b. Contact Between Defendant and Minor Victim 1

27 The United States Attorney's Office understands that Defendant and Minor
 28 Victim 1 are both member of the Quileute Tribe ("the Tribe"), and that the Tribe may

1 take a different position than the United States Attorney's Office would with regard to
2 whether Defendant should have any future contact or communication with Minor
3 Victim 1.

4 The United States Attorney's Office also understands that while Defendant is in
5 custody, Defendant's ability to contact or communicate with Minor Victim 1 is likely
6 to be determined by the Tribe, Minor Victim 1's legal guardian, and/or the United
7 States Bureau of Prisons ("BOP").

8 The United States Attorney's Office for the Eastern District of Washington
9 agrees that at sentencing in this case, it will not affirmatively seek a no-contact order
10 between Defendant and Minor Victim 1 while Minor Victim 1 remains a minor.
11 Defendant understands that this agreement binds only the United States Attorney's
12 Office for the Eastern District of Washington, and does not limit in any way the
13 Court's ability to impose such an order or any condition of Supervised Release that
14 the Court believes is appropriate, BOP's ability to prevent contact and/or
15 communications between Defendant and Minor Victim 1 while Defendant is in
16 custody, the Tribe's ability to make any determination whatsoever regarding
17 Defendant's contact or communications with Minor Victim 1, and/or the guardian of
18 Minor Victim 1 to take any position at any time regarding Defendant's ability to
19 contact or communicate with Minor Victim 1.

20 c. Potential Application of the First Step Act of 2018

21 Defendant anticipates seeking certain post-plea benefits pursuant to the First
22 Step Act of 2018. The United States Attorney's Office for the Eastern District of
23 Washington reserves the right to oppose any motions filed in the District Court
24 pursuant to any provision of the First Step Act or any laws that were amended
25 pursuant to the First Step Act. At the time of the entry of Defendant's guilty plea, the
26 United States Attorney's Office for the Eastern District of Washington takes no
27 position on whether Defendant should receive any benefits under the First Step Act
28 while she is incarcerated.

1 10. United States Sentencing Guidelines Calculations

2 Defendant understands and acknowledges that the United States Sentencing
3 Guidelines (“U.S.S.G.” or “Guidelines”) apply and that the Court will determine
4 Defendant’s advisory range at the time of sentencing, pursuant to the Guidelines. The
5 United States and Defendant have no agreement as to the total offense level.

6 a. Base Offense Level

7 The United States and Defendant agree that the base offense level for
8 Conspiracy to Commit Child Sex Trafficking in violation of 18 U.S.C. § 1591(a)(1),
9 (b)(1), is 34. *See* U.S.S.G. § 2G1.3(a)(1).

10 b. Specific Offense Characteristics

11 The United States and Defendant have no agreements regarding the application
12 of specific offense characteristics.

13 c. Repeat and Dangerous Sex Offender

14 The United States and Defendant agree that the offense level is increased by an
15 additional five levels because Defendant engaged in a pattern of activity involving
16 prohibited sexual conduct because she conspired to traffic Minor Victim 1 to Harder
17 on two or more occasions. *See* U.S.S.G. § 4B1.5(b).

18 d. Acceptance of Responsibility

19 The United States will recommend that Defendant receive a three-level
20 downward adjustment for acceptance of responsibility, pursuant to U.S.S.G.
21 § 3E1.1(a), (b), if Defendant does the following:

22 i. accepts this Plea Agreement;
23 ii. enters a guilty plea at the first Court hearing that takes place
24 after the United States offers this Plea Agreement;
25 iii. demonstrates recognition and affirmative acceptance of
26 Defendant’s personal responsibility for Defendant’s criminal
27 conduct;

- iv. provides complete and accurate information during the sentencing process; and
- v. does not commit any obstructive conduct.

Defendant and the United States agree that at its option and on written notice to Defendant, the United States may elect not to recommend a reduction for acceptance of responsibility if, prior to the imposition of sentence, Defendant is charged with, or convicted of, any criminal offense, or if Defendant tests positive for any controlled substance.

e. **No Other Agreements**

The United States and Defendant have no other agreements regarding the Guidelines or the application of any Guidelines enhancements, departures, or variances. Defendant understands and acknowledges that the United States is free to make any sentencing arguments it sees fit, including arguments arising from Defendant's uncharged conduct, conduct set forth in charges that will be dismissed pursuant to this Agreement, and Defendant's relevant conduct.

f. Criminal History

The United States and Defendant have no agreement and make no representations about Defendant's criminal history category, which will be determined by the Court after the United States Probation Office prepares and discloses a Presentence Investigative Report.

11. Incarceration

Pursuant to Rule 11(c)(1)(C), the United States and Defendant agree that the appropriate disposition of the case is 276 months (23 years) in custody, to be followed by a lifetime of Supervised Release. The United States and Defendant agree to make those sentencing recommendations to the Court.

12. Supervised Release

The United States and Defendant each agree to recommend that the Court impose a lifetime term of supervised release.

1 Defendant agrees that the Court's decision regarding the conditions of
2 Defendant's Supervised Release is final and non-appealable; that is, even if Defendant
3 is unhappy with the conditions of Supervised Release ordered by the Court, that will
4 not be a basis for Defendant to withdraw Defendant's guilty plea, withdraw from this
5 Plea Agreement, or appeal Defendant's conviction, sentence, or any term of
6 Supervised Release.

7 The United States and Defendant agree to recommend that in addition to the
8 standard conditions of supervised release imposed in all cases in this District, the
9 Court should also impose the following conditions:

- 10 a. The United States Probation Officer may conduct, upon reasonable
11 suspicion, and with or without notice, a search of Defendant's
12 person, residences, offices, vehicles, belongings, and areas under
13 Defendant's exclusive or joint control.
- 14 b. Defendant shall participate and complete such drug testing and
15 drug treatment programs as the Probation Officer directs.
- 16 c. Defendant shall complete mental health evaluations and treatment,
17 including taking medications prescribed by the treatment provider.
18 Defendant shall allow reciprocal release of information between
19 the Probation Officer and the treatment provider. Defendant shall
20 contribute to the cost of treatment according to the Defendant's
21 ability.
- 22 d. Defendant shall report to the Probation Office any and all
23 electronic communications service accounts, as defined in 18
24 U.S.C. § 2510(15) used for user communications, dissemination
25 and/or storage of digital media files (i.e. audio, video, images).
26 This includes, but is not limited to, email accounts, social media
27 accounts, and cloud storage accounts. Defendant shall provide
28 each account identifier and password, and shall report the creation

1 of new accounts, changes in identifiers and/or passwords, transfer,
2 suspension and/or deletion of any account within 5 days of such
3 action. Failure to provide accurate account information may be
4 grounds for revocation. The Probation Office is permitted to
5 access and search any accounts using Defendant's credentials
6 pursuant to this condition only when reasonable suspicion exists
7 that Defendant has violated a condition of Defendant's supervision
8 and that the accounts to be searched contain evidence of this
9 violation.

10 13. Criminal Fine

11 The United States and Defendant may make any recommendation concerning
12 the imposition of a criminal fine. Defendant acknowledges that the Court's decision
13 regarding a fine is final and non-appealable; that is, even if Defendant is unhappy with
14 a fine ordered by the Court, that will not be a basis for Defendant to withdraw
15 Defendant's guilty plea, withdraw from this Plea Agreement, or appeal Defendant's
16 conviction, sentence, or fine.

17 14. Judicial Forfeiture

18 Defendant agrees to voluntarily forfeit and relinquish to the United States all
19 right, title and interest in all assets listed herein, and hereby agrees to execute any and
20 all forms and pleadings necessary to effectuate such forfeiture of assets, including, but
21 not limited to the following:

22 - an Apple iPhone 8

23 Defendant stipulates that Defendant is the sole owner of the assets listed above
24 and that no one else has an interest in these assets.

25 Defendant acknowledges that any assets listed above, which Defendant is
26 agreeing to forfeit, are subject to forfeiture pursuant to 18 U.S.C. § 1594, as property
27 used or intended to be used in any manner or part to commit or to facilitate the offense
28 to which Defendant is pleading guilty.

1 Defendant agrees to take all steps requested by the United States to pass clear
2 title to these assets to the United States, and to testify truthfully in any forfeiture
3 proceeding.

4 Defendant agrees to hold harmless all law enforcement agents/officers, and the
5 United States, its agents, and its employees from any claims whatsoever arising in
6 connection with the seizure and/or forfeiture of the assets listed above.

7 Defendant waives further notice of any federal, state or local proceedings
8 involving the forfeiture of the seized assets that Defendant is agreeing to forfeit in this
9 Plea Agreement.

10 Defendant waives all constitutional, equitable and statutory challenges in any
11 manner (including direct appeal, habeas corpus, or any other means) to any forfeiture
12 carried out in accordance with this Plea Agreement on any grounds, including that the
13 forfeiture constitutes an excessive fine or punishment.

14 Defendant knowingly and voluntarily waives Defendant's right to a jury trial on
15 the forfeiture of this asset.

16 Defendant waives oral pronouncement of forfeiture at the time of sentencing,
17 and any defects that may pertain to forfeiture.

18 15. Abandonment

19 Defendant agrees to abandon to the Federal Bureau of Investigation ("FBI"),
20 the following listed asset:

21 - a black android cellular phone

22 Defendant agrees to take all steps as requested by the United States and FBI to
23 effectuate the abandonment of the asset to FBI and hereby agrees to execute any and
24 all forms and pleadings necessary to effectuate such abandonment. Defendant
25 consents to the disposal, including destruction, of the asset. Defendant waives any
26 right Defendant might otherwise have had to receive notice or a hearing with respect
27 to any motion, pleading, order, or any other action that FBI might take, in its sole
28 discretion, to carry out the abandonment, disposition, and destruction of the asset.

1 Defendant's waiver includes, without limitation, all common law, statutory, and
2 constitutional claims or challenges, on any grounds, arising at any time from, or
3 relating to, the seizure, abandonment, disposition, and destruction of the asset,
4 including any such claim for attorney fees and litigation costs.

5 16. Mandatory Special Penalty Assessment

6 Defendant agrees to pay the \$100 mandatory special penalty assessment to the
7 Clerk of Court for the Eastern District of Washington, pursuant to 18 U.S.C. § 3013.

8 17. Restitution

9 The United States and Defendant agree that restitution is appropriate and
10 mandatory, without regard to Defendant's economic situation, to identifiable victims
11 who have suffered physical injury or pecuniary loss, pursuant to 18 U.S.C. §§ 3663A,
12 3664. Pursuant to 18 U.S.C. § 3663(a)(3), Defendant voluntarily agrees to pay
13 restitution for all losses caused by Defendant's individual conduct, in exchange for the
14 United States not bringing additional potential charges, regardless of whether counts
15 associated with such losses will be dismissed as part of this Plea Agreement.

16 With respect to restitution, the United States and Defendant agree to the
17 following:

18 a. Restitution Amount and Interest

19 The United States and Defendant stipulate and agree that, pursuant to 18 U.S.C.
20 §§ 3663, 3663A, and 3664, the Court should order restitution in an amount of \$30,000
21 to Minor Victim 1, and that any interest on this restitution amount, if any, should be
22 waived. Prior to the sentencing hearing, the United States anticipates obtaining from
23 the Quileute Tribe the specific party to whom the restitution should be made payable
24 on behalf of Minor Victim 1, who is not yet 8 years old.

25 b. Payments

26 To the extent restitution is ordered, the United States and Defendant agree that
27 the Court will set a restitution payment schedule based on Defendant's financial
28 circumstances. 18 U.S.C. § 3664(f)(2), (3)(A).

1 Regardless, Defendant agrees to pay not less than 10% of Defendant's net
2 monthly income towards Defendant's restitution obligations.

3 c. Treasury Offset Program and Collection

4 Defendant understands the Treasury Offset Program ("TOP") collects
5 delinquent debts owed to federal agencies. If applicable, the TOP may take part or all
6 of Defendant's federal tax refund, federal retirement benefits, or other federal benefits
7 and apply these monies to Defendant's restitution obligations. 26 U.S.C. § 6402(d);
8 31 U.S.C. § 3720A; 31 U.S.C. § 3716.

9 Defendant understands that the United States may, notwithstanding the Court-
10 imposed payment schedule, pursue other avenues to ensure the restitution obligation is
11 satisfied, including, but not limited to, garnishment of available funds, wages, or
12 assets. 18 U.S.C. §§ 3572, 3613, and 3664(m). Nothing in this acknowledgment shall
13 be construed to limit Defendant's ability to assert any specifically identified
14 exemptions as provided by law, except as set forth in this Plea Agreement.

15 Until Defendant's fine and restitution obligations are paid in full, Defendant
16 agrees fully to disclose all assets in which Defendant has any interest or over which
17 Defendant exercises control, directly or indirectly, including those held by a spouse,
18 nominee or third party.

19 Until Defendant's fine and restitution obligations are paid in full, Defendant
20 agrees to provide waivers, consents, or releases requested by the U.S. Attorney's
21 Office to access records to verify the financial information.

22 d. Notifications and Waivers

23 Defendant agrees to notify the Court and the United States of any material
24 change in Defendant's economic circumstances (e.g., inheritances, monetary gifts,
25 changed employment, or income increases) that might affect Defendant's ability to
26 pay restitution. 18 U.S.C. § 3664(k). Defendant agrees to notify the United States of
27 any address change within 30 days of that change. 18 U.S.C. § 3612(b)(1)(F). These
28 obligations cease when Defendant's restitution is paid in full.

1 Defendant acknowledges that the Court's decision regarding restitution is final
2 and non-appealable; that is, even if Defendant is unhappy with the amount of
3 restitution ordered by the Court, that will not be a basis for Defendant to withdraw
4 Defendant's guilty plea, withdraw from this Plea Agreement, or appeal Defendant's
5 conviction, sentence, or restitution order.

6 18. Payments While Incarcerated

7 If Defendant lacks the financial resources to pay the monetary obligations
8 imposed by the Court, Defendant agrees to earn money to pay toward these
9 obligations by participating in the Bureau of Prisons' Inmate Financial Responsibility
10 Program.

11 19. Additional Violations of Law Can Void Plea Agreement

12 The United States and Defendant agree that the United States may, at its option
13 and upon written notice to the Defendant, withdraw from this Plea Agreement or
14 modify its sentencing recommendation if, prior to the imposition of sentence,
15 Defendant is charged with or convicted of any criminal offense or tests positive for
16 any controlled substance.

17 20. Waiver of Appeal Rights

18 In return for the concessions that the United States has made in this Plea
19 Agreement, Defendant agrees to waive Defendant's right to appeal Defendant's
20 conviction and sentence if the Court imposes a term of imprisonment consistent with
21 the terms of this Rule 11(c)(1)(C) Plea Agreement.

22 If the Court indicates its intent to impose a sentence above the Rule 11(c)(1)(C)
23 terms of this Agreement and Defendant chooses *not* to withdraw, then:

- 24 a. Defendant may appeal only Defendant's sentence, but not
25 Defendant's conviction;
- 26 b. Defendant may appeal Defendant's sentence only if it exceeds the
27 high end of the Guidelines range determined by the Court; and

- c. Defendant may appeal only the substantive reasonableness of Defendant's sentence.

Defendant expressly waives Defendant's right to appeal any restitution order imposed by the Court, so long as the Court orders restitution of \$30,000 or less.

Defendant expressly waives Defendant's right to appeal any fine imposed by the Court.

Defendant expressly waives Defendant's right to file any post-conviction motion attacking Defendant's conviction and sentence, including a motion pursuant to 28 U.S.C. § 2255, except one based on ineffective assistance of counsel arising from information not now known by Defendant and which, in the exercise of due diligence, Defendant could not know by the time the Court imposes sentence.

Nothing in this Plea Agreement shall preclude the United States from opposing any post-conviction motion for a reduction of sentence or other attack upon the conviction or sentence, including, but not limited to, writ of habeas corpus proceedings brought pursuant to 28 U.S.C. § 2255.

21. Compassionate Release

In consideration for the benefits Defendant is receiving under the terms of this Plea Agreement, Defendant expressly waives Defendant's right to bring any motion for Compassionate Release other than a motion arising from one of the specific bases set forth in this paragraph of this Plea Agreement. The United States retains the right to oppose, on any basis, any motion Defendant files for Compassionate Release.

The only bases on which Defendant may file a motion for Compassionate Release in the Eastern District of Washington are the following:

b. Medical Condition of Defendant.

- i. Defendant is suffering from a terminal illness (i.e., a serious and advanced illness with an end of life trajectory). A specific prognosis of life expectancy (i.e., a probability of death within a specific time period) is not required.

1 Examples include metastatic solid-tumor cancer,
2 amyotrophic lateral sclerosis (ALS), end-stage organ
3 disease, and advanced dementia; or

4 ii. Defendant is suffering from a serious physical or medical
5 condition, a serious functional or cognitive impairment, or
6 deteriorating physical or mental health because of the aging
7 process that substantially diminishes the ability of the
8 defendant to provide self-care within the environment of a
9 correctional facility and from which Defendant is not
10 expected to recover.

11 c. Age of Defendant.

12 i. Defendant is at least 65 years old, is experiencing a serious
13 deterioration in physical or mental health because of the
14 aging process; and has served at least 10 years or 75 percent
15 of Defendant's term of imprisonment, whichever is less; or
16 ii. Defendant is at least 70 years old and has served at least 30
17 years in prison pursuant to a sentence imposed under 18
18 U.S.C. § 3559(c) for the offense or offenses for which
19 Defendant is imprisoned.

20 d. Family Circumstances.

21 i. The caregiver of Defendant's minor child or children has
22 died or become incapacitated, and Defendant is the only
23 available caregiver for Defendant's minor child or children;
24 or
25 ii. Defendant's spouse or registered partner has become
26 incapacitated, and Defendant is the only available caregiver
27 for Defendant's spouse or registered partner.

e. Subsequent Reduction to Mandatory Sentence.

- i. Defendant pleaded guilty to an offense which, on the date of Defendant's guilty plea, carried a mandatory minimum sentence; and

- ii. after the entry of judgment, the length of the mandatory minimum sentence for Defendant's offense of conviction was reduced by a change in the law; and

- iii. the application of the reduced mandatory minimum sentence would result in Defendant receiving a lower overall sentence.

f. Ineffective Assistance of Counsel.

- i. Defendant seeks Compassionate Release based on a claim of ineffective assistance of counsel arising from information that Defendant both

1. did not know at the time of Defendant's guilty plea,
and
2. could not have known, in the exercise of due
diligence, at the time the Court imposed sentence.

22. Withdrawal or Vacatur of Defendant's Plea

Should Defendant successfully move to withdraw from this Plea Agreement or should Defendant's conviction be set aside, vacated, reversed, or dismissed under any circumstance, then:

- a. this Plea Agreement shall become null and void;
- b. the United States may prosecute Defendant on all available charges;
- c. The United States may reinstate any counts that have been dismissed, have been superseded by the filing of another charging

1 instrument, or were not charged because of this Plea Agreement;

2 and

3 d. the United States may file any new charges that would otherwise
4 be barred by this Plea Agreement.

5 The decision to pursue any or all of these options is solely in the discretion of
6 the United States Attorney's Office.

7 Defendant agrees to waive any objections, motions, and defenses Defendant
8 might have to the United States' decision about how to proceed, including a claim that
9 the United States has violated Double Jeopardy.

10 Defendant agrees not to raise any objections based on the passage of time,
11 including but not limited to, alleged violations of any statutes of limitation or any
12 objections based on the Speedy Trial Act or the Speedy Trial Clause of the Sixth
13 Amendment.

14 23. Integration Clause

15 The United States and Defendant acknowledge that this document constitutes
16 the entire Plea Agreement between the United States and Defendant, and no other
17 promises, agreements, or conditions exist between the United States and Defendant
18 concerning the resolution of the case.

19 This Plea Agreement is binding only on the United States Attorney's Office for
20 the Eastern District of Washington, and cannot bind other federal, state, or local
21 authorities.

22 The United States and Defendant agree that this Agreement cannot be modified
23 except in a writing that is signed by the United States and Defendant.

24 ///

25 ///

26 ///

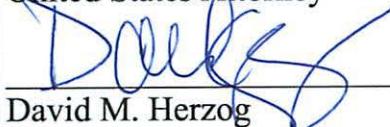
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28 ///

1 Approvals and Signatures

2 Agreed and submitted on behalf of the United States Attorney's Office for the
3 Eastern District of Washington.

4 Vanessa R. Waldref
5 United States Attorney

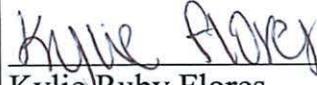
6 
7 David M. Herzog

8 Assistant United States Attorney

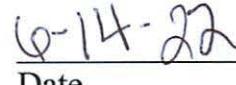
9 
10 6/16/2022

11 Date

12 I have read this Plea Agreement and I have carefully reviewed and discussed
13 every part of this Plea Agreement with my attorney. I understand the terms of this
14 Plea Agreement. I enter into this Plea Agreement knowingly, intelligently, and
15 voluntarily. I have consulted with my attorney about my rights, I understand those
16 rights, and I am satisfied with the representation of my attorney in this case. No other
17 promises or inducements have been made to me, other than those contained in this
18 Plea Agreement. No one has threatened or forced me in any way to enter into this
19 Plea Agreement. I agree to plead guilty because I am guilty.

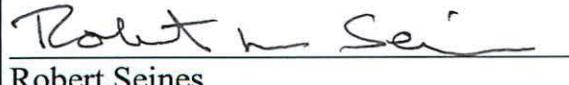
20 
21 Kylie Ruby Flores

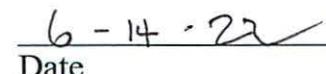
22 Defendant

23 
24 6-14-22

25 Date

26 I have read the Plea Agreement and have discussed the contents of the
27 agreement with my client. The Plea Agreement accurately and completely sets forth
28 the entirety of the agreement between the parties. I concur in my client's decision to
plead guilty as set forth in the Plea Agreement. There is no legal reason why the
Court should not accept Defendant's guilty plea.

29 
30 Robert Seines
31 Attorney for Defendant

32 
33 6-14-22

34 Date